

Georgia Environmental Facilities Authority

PROJECT #GEFA F900

**SITE REMEDIATION
GEORGIA STATE PATROL POST #18
REIDSVILLE, GEORGIA**

**Request for
Written Qualifications and Proposal to Provide
Site Remediation Services**

January 21, 2010

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Georgia Environmental Facilities Authority

Written proposal for the remediation of petroleum contaminated soil and groundwater at the Georgia State Patrol Post (GSPP) #18 site located at 3092 Georgia Highway 147, Reidsville, Tattnall County, Georgia 30453.

Project No. GEFA F900, Reidsville GSPP #18

I. Introduction

A. Purpose

The Georgia Environmental Facilities Authority (GEFA), Fuel Storage Tank (FST) Division serves as the centralized management/monitoring office for all of the State agencies and institutions throughout Georgia owning both underground (UST) and aboveground (AST) fuel storage tanks. GEFA is also responsible for the upgrading, removing or remediating of all of the fueling facilities owned by the State of Georgia.

The Federal Environmental Protection Agency (EPA) requires certain rules, regulations, and compliance issues be monitored and adhered to regarding the ownership and maintenance of USTs. Similarly, the Georgia Environmental Protection Division (EPD) of the Georgia Department of Natural Resources (DNR) is responsible for administering the State's compliance with EPA guidelines and has additional rules and regulations concerning USTs.

B. Project Objectives

GEFA's Fuel Storage Tank Division is interested in establishing a performance-based contract for remediation of the GSPP #18 site located in Reidsville, Georgia.

The Work is defined to encompass and include the collection of any desired additional data and preparation of a Corrective Action Plan-Part B (CAP-B) specifying the recommended soil and/or groundwater remedial method; preparation of any additional submittals required by EPD/USTMP (i.e., comment responses, CAP Addenda, milestone schedules, etc.); installation and operation of the EPD/USTMP-approved remediation system (or remedial method implementation); performance of all free product gauging, remedial progress and groundwater monitoring events, including report preparation (and any comment responses), from project start date through receipt of a "No Further Action Required (NFAR)" status; decommissioning of the remediation system (as applicable), well closure and the restoration of the site to conditions demanded within these Specifications; and preparation of a final Certificate of Completion. Copies of all project related documents shall be submitted to the GEFA/FST DIVISION per the milestone schedule/dates outlined in Exhibit B or any future milestone schedules established with the EPD/USTMP.

The scope of services and remediation goals are outlined in **Exhibit A**.

Contractors will be required to meet the qualifications as contained in Exhibit A and demonstrate familiarity with State, county, and city laws, ordinances, and codes. Certified Minority Business Enterprises are encouraged to respond to this request.

GEFA's Environmental Consultant (Tetra Tech EC, Inc.) - Tetra Tech will perform the duties of environmental consultant to GEFA and will review the selected contractor's remediation system concept and design, review the progress of the work, and provide administrative assistance to GEFA related to this project.

C. Selection Process

1. Georgia Code Title 50 Chapter 22

Selection of the remediation firm will be a single-step process. GEFA will generally follow the requirements of O.C.G.A., Title 50, Chapter 22 with respect to the selection of the remediation firm for the proposed project.

2. Selection Committee

The selection of the remediation firm will be by a selection committee composed of representatives of GEFA and other representatives of the State.

3. Written Submittal

The selection committee will receive and review the written submittals. Review of responses by the selection committee representatives will result in the selection of a firm to provide the Remediation Services. **Responses will be due by the time and date shown in the Schedule of Events (Section I, ¶ E), at the GEFA office located in Suite 900, Harris Tower, 233 Peachtree Street NE, Atlanta, GA 30303.**

Firms will be ranked by the criteria in Section II, ¶ A, with the highest ranked firm selected to provide the remediation services.

Pre-proposal Conference – There will be a pre-proposal conference held on February 3, 2010 at 1:00 PM at the site located at 3092 Georgia Highway 147, Reidsville, Tattnall County, Georgia. ATTENDANCE at this conference is MANDATORY for any firm intending to submit a proposal on this project. Others may attend if they so desire.

D. Proposal Instructions

1. Written Submittals

Please refer to Section II for further instructions for the written submittals. No submittals will be accepted after the time set for receipt. Submittals via facsimile, email, telegraph, or Mailgram will be rejected.

The selection committee will perform evaluation of the submittals. Submit the proposal to the following address:

Georgia Environmental Facilities Authority
233 Peachtree Street, NE
Harris Tower, Suite 900
Atlanta, Georgia 30303-1506
Attn: Mark King, Program Manager

Except for submission of questions, discussed further below, proposers shall not contact any members or employees of the Georgia Environmental Facilities Authority regarding any aspect of this procurement until after the award of the contract. Contact with the persons mentioned above could be grounds for elimination.

All questions relating to this project must be submitted in writing (e-mail is preferable) to:

Georgia Environmental Facilities Authority
233 Peachtree Street, NE
Harris Tower, Suite 900
Atlanta, Georgia 30303-1506
Attn: Mark King, Program Manager
mking@gefa.ga.gov
Or faxed to 404-584-1069

It is the responsibility of each proposer to examine the entire package, seek clarification in writing, and review its submittal for accuracy before submitting the document. Once the submission deadline has passed, all submissions will be final. The Owner will not request clarification from any individual proposer relative to their submission, but reserves the right to ask for additional information from all parties that have submitted qualifications.

It is the Owner's intent to limit the cost to proposers in responding to this solicitation, so you are encouraged to be brief and succinct. Thick volumes of background and general marketing material are not wanted. We are seeking thoughtful, tightly focused qualification submittals which document your firm's suitability for this Project and understanding of the Project and Owner. Each firm must describe experience if there are multiple firms proposed as one team. Please indicate, by firm, those qualifying as a minority firm.

The Georgia Environmental Facilities Authority reserves the right to negotiate, prior to award, adjustments in any and all elements that proposers submit in their proposals so long as such adjustments do not have the affect of increasing the total compensation paid by the Owner over the total proposed compensation set forth in submitted proposals.

Any submitted proposal shall remain valid ninety (90) days after the proposal due date or until the Owner executes a contract, whichever is sooner. GEFA may, in the event the selected proposer fails to perform and/or the contract is terminated within forty-five days of its initiation, request the proposer submitting the next acceptable proposal to honor its proposal.

The deadline for submission of questions is the time and date shown in the Schedule of Events (Section I, ¶ E). A copy of all questions and answers will be sent only to those firms who attended the pre-proposal conference.

E. Schedule of Events

The following Schedule of Events represents GEFA's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m. Eastern Time. GEFA reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all Proposers attending the Pre-proposal meeting.

EVENT	DATE	TIME
1. GEFA issues advertisement	January 21, 2010	-----
2. MANDATORY Pre-Proposal (On-site) Conference	February 3, 2010	1:00 PM
3. Deadline for written questions and clarification	February 10, 2010	2:00 PM
4. Proposals Due at GEFA	March 3, 2010	2:00 PM
5. Tentative Selection of Firm	March 10, 2010	-----

II. Qualifications and Proposal Submission Format and Requirements

A. Written Submittal

One (1) original and six (6) copies of the submittal shall be provided. Each submittal shall be identical and include a transmittal letter. Proposers are encouraged to follow the sequence of the Written Submittal in their responses. Responses should be concise, clear, and relevant. Proposer's cost incurred in making this Written Submittal is Proposer's alone and the Owner does not accept liability for any such costs.

Submittals will be received until time and date shown in the Schedule of Events (Section I, ¶ E.)

Such submittals must be typed on standard (8 ½" x 11") paper. The pages of the submittals must be numbered. A table of contents, with corresponding tabs, must be included as well to identify each section. Responses are limited to ten (10) pages (may be less) using a minimum of 10-point Arial font. Any affidavits called for may be included in an appendix and will not count toward the page limit.

The evaluation criteria for the Written Submittal are as follows:

Evaluative Criteria – The Selection Committee will evaluate the submittals based upon the criteria listed in the table below. The Owner has judged each major category of criteria to be worth the point value given, as a maximum, in establishing committee rankings of submittals.

Major Category	Criteria
Responsiveness of Submittal (POINT VALUE=10)	Extent to which the instructions for the written submittal were followed
Personnel Capability (POINT VALUE=10)	Experience and ability of proposed key personnel expected to be involved on the project
Relevant Experience (POINT VALUE=20)	Depth of resources with experience to manage and provide remediation services
Firm's relevant project experience (POINT VALUE=35)	Firm's successes with providing similar remediation and achieving results with their proposed solution
Firm's Proposal Pricing (POINT VALUE=20)	The proposed sum to furnish all services, labor, and materials called for by them to achieve the goals of this project
Statement of Why the Firm Should be Selected (POINT VALUE=5)	Firm's unique ability to provide remediation services and the required results

The submittal should contain the following information in the following order:

1. Firm Description and Letter of Interest

- a. Basic company information
 - Company name
 - Address & Zip code
 - E-mail address & Name of primary contact
 - Telephone number
 - Fax number
 - Number of years in business

- b. Form of ownership, including state of residency or incorporation: Is the offeror (firm) a sole proprietorship, partnership, corporation, Limited Liability Corporation (LLC), joint venture, or other structure?
- c. Succinctly describe the history and growth of your firm(s).
- d. List and briefly describe remediation service projects your firm has completed in the past three years.
- e. List three (3) major relevant references (company, contact, and phone number).
- f. Provide a statement of disclosure, which will allow the Owner to evaluate possible conflicts of interest. (This disclosure requirement is not about giving GEFA permission regarding our contacting your references. It is about revealing relationships that your company may have with persons not of your company who are directly involved in the decision-making regarding this contract. If your company has no conflicts of interest, your statement should affirm that as fact, and you may do so succinctly. The signer of this statement of disclosure should anticipate the following pledge that will be required by the contract for services: **"The Proposer covenants that it currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance required under this Contract. The Proposer further covenants in the performance of this Contract, no person having any such interest shall be employed or hired as a consultant or on a contract basis."**)

2. Office Submitting

If the firm has multiple offices, the submittal should include information about the parent company and branch office separately. Identify the office from which services will be provided. Parent company (or general office) financial information as totals will be acceptable IF "parent" (or "general office") means that it is financially responsible for the liabilities of the branch office. If the parent company is not so responsible, meaning that its financial resources are not available to the office that will perform the contract, it will be misleading to offer the financials of any office other than the one with the prospect of a contract.

3. Personnel Capability

Provide general information about the firm's personnel resources, including classifications and numbers of employees and the locations and staffing of offices. Provide list of qualified and available personnel resources, identifying experience and ability for key personnel, as well as listing each person's relevant certifications.

4. Firm's Relevant Project Experience

Relevant project experience providing remediation services. Describe no more than ten (10) and no less than three (3) projects in order of most relevant to least relevant (similar type of services):

- Project name
- Brief description of project
- References

5. Statement of Why the Proposing Firm Should Be Selected

This section provides each firm the opportunity to provide specific information that differentiates them from others in the competition. This statement is limited to two pages and is in addition to the 10-page limit above.

B. Additional Conditions

The Owner reserves the right to reject any or all proposals received. The Owner is not obligated to request clarifications or additional information but may do so at its discretion. The Owner reserves the right to extend the deadline for submittals.

- Confidentiality of Documents: Upon receipt of a proposal by the Owner, the proposal shall become the property of the Owner without compensation to the Proposer for disposition or usage by GEFA at its discretion. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award.
- Costs to Prepare Responses: The Owner assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of proposals.
- Equal Employment Opportunity: During the performance of this Contract, the Proposer agrees as follows: The Proposer will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, or physical handicap. Proposer must have a history of being non-discriminating and will not discriminate on the basis of race, creed, color, sex, or national origin in any of its employment practices, or procurement practices with respect to the workforce of the firm, or procurement services in connection with this project. An affirmative action plan must be maintained for both work force and procurement practices.
- GEFA does not desire to enter into "joint-venture" agreements with multiple remediation firms. In the event that two or more firms desire to joint-venture, it is strongly recommended that one incorporated firm become the remediation firm with the remaining firm(s) being subservient to the named firm.
- Each proposal must be accompanied with a BID BOND (Bond only; certified checks or other forms are not acceptable) in an amount equal to 5% of the proposal, payable to the Georgia Environmental Facilities Authority and issued by a Corporate Surety authorized to do business in the State of Georgia, in order to guarantee that the bidder will enter into a contract for the project strictly within the terms and conditions stated in this proposal and in the bidding and Contract Documents, should the contract be awarded to him.
- The successful proposer shall be required to furnish a bond for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to 100% of the Contract Price.

Both bonds shall be issued by a Corporate Surety authorized to do business with the State of Georgia. All proposals submitted shall remain valid for a period of thirty-five (35) days after the submittal date.

III. Cost Proposal

A. Cost

The proposed sum to furnish all services, labor, and materials called for by them for the entire work regarding this project.

B. Final Evaluation

Upon completion of the evaluation process by the Selection Committee, the firms will be ranked in descending order of recommendation. The highest ranking firm will be awarded the contract.

EXHIBIT A

SCOPE OF SERVICES

SITE: Georgia State Patrol Post #18 – 3092 GA Highway 147, Reidsville, Tattnall County, Georgia (EPD/USTMP Facility ID:1320005) [Lat: 32°00'05", Long: 82°09'48"]

- A. Prepare and submit a Corrective Action Plan – Part B (CAP-B) to the Underground Storage Tank Management Program (USTMP) of the Georgia Environmental Protection Division (EPD) to address soil and groundwater contamination resulting from a release of gasoline from a former underground storage tank (UST) system located at the site. The CAP-B will conform to EPD/USTMP guidelines and contain the recommended site cleanup goals, remedial method design (system design, treatment specifications, etc.), and performance monitoring criteria recommended for the site. Contractor is responsible for any associated comment responses and CAP addenda.
- B. Following EPD/USTMP approval of the CAP-B, implement the approved remediation. Contractor is responsible for applicable permits.
- C. Perform the EPD/USTMP-approved remediation until such time as remediation goals are attained.
- D. Throughout the duration of the project, perform applicable soil testing, air sampling, free product gauging and groundwater sampling in accordance with the approved CAP-B. Prepare and submit progress and groundwater monitoring reports to the EPD/USTMP in accordance with EPD/USTMP regulations/guidance and the milestone schedule established in association with the approved CAP-B.
- E. Upon successful achievement of remediation goals, completion of follow-up groundwater monitoring, and receipt of NFAR from the EPD/USTMP on the project, remove remediation equipment and close all monitoring (and direct-push) wells in accordance with applicable regulations/guidance and prepare a Certificate of Completion.

WORK INCLUDES: Work covered by the Contract Documents includes, but is not limited to, the following as appropriate for the site:

- F. Prepare and submit to EPD/USTMP a CAP-B with a system (or treatment method) designed to attain the following remediation goals:
 - 1. Remove free-phase gasoline from the water table to below 0.01-foot (1/8-inch) thickness,
 - 2. Remediate source soil conditions to below the applicable Soil Threshold Levels or Alternate Threshold Levels (ATLs) per EPD/USTMP regulations. ATLs to be calculated and proposed by the contractor in the CAP-B if appropriate to site conditions, and
 - 3. Remediate dissolved benzene, toluene, ethylbenzene, and xylenes (BTEX) concentrations to below the applicable site standards (i.e., In-Stream Water Quality Standards [ISWQS]) or EPD/USTMP-approved Alternate Concentration Limits (ACLs). ACLs to be calculated and proposed by the contractor in the CAP-B Report if appropriate to site conditions.

Any currently acceptable remedial technology deemed compatible with specific site conditions will be considered. These may include, but are not limited to: source removal, soil vapor extraction, dual-phase extraction, air sparging, in-situ chemical oxidation, surfactant flushing, a combination of the above, etc. A CD will be available with copies of historical

assessment/progress reports, bore logs, wells diagrams, and other pertinent site information for use in the preparation of the Contractor's bid and completion of the CAP-B. A list of the historical information available is included in Exhibit D.

- G. Obtain appropriate permits for the installation and operation of the proposed remediation system subsequent to EPD/USTMP approval of the CAP-B. These permits include, but are not limited to: air discharge permits, treated water discharge permits, underground injection control (UIC) permits, building permits, etc., as applicable.
- H. Install the remediation system as approved by the EPD/USTMP. This includes obtaining all electrical, telephone, etc. connections necessary for the operation of said system and stockpiling/containerization, characterization, and disposal of wastes (e.g. contaminated soil, etc.) generated during system installation, and acquisition of all equipment (e.g., recovery wells, blowers, etc.) necessary for installation of the system, as applicable. All waste generated during the project must be handled and disposed of in accordance with Federal, state and local regulations/guidelines.
- I. Operate and maintain the remediation system per schedule proposed in the approved CAP-B. Contractor shall provide sufficient staffing and materials to insure that the system is operating in accordance with all applicable permits and under optimal conditions.
- J. Obtain air, influent/effluent, soil and/or groundwater samples as required to implement the CAP-B.
- K. Prepare, and submit to appropriate agency, progress reports (e.g., groundwater monitoring and corrective action progress reports, discharge monitoring reports, etc.) per schedule proposed in the approved CAP-B. This will include the monitoring of remediation effectiveness subsequent to system shutdown and site closure.
- L. System shut-down and site closure. This will include: the removal of the system and associated piping, abandonment of all groundwater monitoring, direct-push and recovery wells and any underground or aboveground piping, and the restoration of surface conditions prior to system installation.
- M. Preparation (and submittal to EPD/USTMP) of a Certificate of Completion documenting the completion of remediation and closure of the remediation system per EPD/USTMP regulations/guidance. In addition, final reports to agencies issuing permits specific to the system will also be prepared and submitted by the Contractor.

EXHIBIT B

MILESTONE SCHEDULE

The selected contractor will agree to complete fully all work in five (5) consecutive years from and including date specified in a written order of the owner. The five consecutive years will be further broken down into the following milestones and scheduled times:

1. Commence production of a CAP-B Report: 10 days from the above-referenced Owner specified start date,
2. Submittal of a CAP-B Report to the Georgia EPD/USTMP: 90 days from the above-referenced Owner specified start date,
3. Installation and start-up of the proposed remediation system or remedy: within 90 days of EPD/USTMP's approval of the CAP-B, but not later than 180 days after the above-referenced Owner specified start date,
4. Reduction of free-phase petroleum hydrocarbons in all onsite monitoring and direct-push wells to less than or equal to one-quarter (0.25) foot (three [3] inches) in thickness: One (1) year from the above-referenced Owner specified start date,
5. Reduction of free-phase petroleum hydrocarbons in all onsite monitoring and direct-push wells to less than or equal to one-hundredth (0.01-) foot (one-eighth [1/8-] inch) in thickness: One and one-half (1.5) years from the above-referenced Owner specified start date,
6. Reduction of dissolved benzene, toluene, ethylbenzene and xylenes (BTEX) concentrations at the site equal to or below the applicable site standards (i.e., In-Stream Water Quality Standards [ISWQS]) or Alternate Concentration Levels (ACLs) approved by the Georgia EPD/USTMP and Remediation System Shutdown (as applicable): Two and one-half (2.5) years from the above-referenced Owner specified start date, and
7. Site Closure, Well Abandonment, and Submittal of Site Completion Report: Five (5) years from the above-referenced Owner specified start date.

The selected contractor also agrees and confirms that, should any of the milestone dates referenced above not be met, the contract between GEFA and the selected contractor may be terminated at the sole discretion of GEFA. Should the contract be terminated due to failure to meet the stipulated dates, the selected contractor will not be entitled to further compensation.

EXHIBIT C

PAYMENT SCHEDULE

Payment to the contractor will be according to the following schedule:

- **Five percent (5%)** of the total contract amount upon EPD/USTMP approval of the CAP-B Report,
- **Twenty percent (20%)** of the total contract amount upon remediation system installation and successful system start-up. Successful system start-up is considered to be the time at which the system is operating within stated design parameters without intervention by the contractor with the exception of regularly scheduled operations and maintenance (O&M) site visits. The contractor will propose an O&M schedule in the CAP-B report. It is estimated that the “debugging” period prior to successful start-up will not exceed a period of one month. For remedial methods that do not involve installation and operation of some form of remediation system (i.e., in-situ chemical oxidation or bioremediation), payment will be made following the first application that is of sufficient size (not pilot scale) to treat the entire source area,
- **Ten percent (10%)** of the total contract amount upon successfully reducing and maintaining free product thickness in site monitoring and direct-push wells to less than or equal to one-quarter (0.25) foot (three [3] inches) over a period of 180 consecutive calendar days. Start date of the 180 consecutive calendar days must be proposed by the contractor and approved by GEFA and its consultant, Tetra Tech EC, Inc.
- **Ten percent (10%)** of the total contract amount upon successfully reducing and maintaining free product thickness in site monitoring wells to less than or equal to one-hundredth (0.01-) foot (one-eighth [1/8-] inch) over a period of 180 consecutive calendar days. Start date of the 180 consecutive calendar days must be proposed by the contractor and approved by GEFA and its consultant, Tetra Tech EC, Inc.
- **Forty percent (40%)** of the total contract amount upon successfully reducing and maintaining dissolved-phase contaminants to concentrations less than or equal to applicable standards or ACLs over a period of 180 consecutive calendar days. Start date of the 180 consecutive calendar days must be proposed by the contractor and approved by GEFA and its consultant, Tetra Tech EC, Inc.
- **Ten percent (10%)** of the total contract amount upon receipt of a NFAR status for the site from the EPD/USTMP, and
- **Five percent (5%)** of the total contract amount upon site closure including GEFA/FST Division’s receipt and acceptance of a site completion report (including abandonment of monitoring wells).

EXHIBIT D

SITE INFORMATION AND HISTORY

PURPOSE

The Georgia EPD/USTMP Facility ID Number for the site is 1320005.

A CD has been prepared by Tetra Tech EC, Inc. (TtEC) on behalf of the Georgia Environmental Facilities Authority (GEFA). The CD provides site history and historical investigative data acquired to-date related to the gasoline release from a former UST system located at Georgia State Patrol Post #18 (the site). The CD will be provided to proposers upon request.

Below is a list of reports provided on the CD and a summary of the information presented in each report:

- Corrective Action Plan – Part A – April 2006
Monitoring wells MW-1 through MW-7 were installed. Gasoline free product up to 0.25-feet in thickness was present in well MW-2, which is located under a canopy, near the fuel dispenser. The water table is present approximately 12 feet below grade in this area. No downgradient drinking or surface water receptors were identified within the applicable radii of concern. The CAP-A recommended semiannual groundwater monitoring and performance of a High Vacuum Remediation (HVR) event prior to the first semiannual monitoring event.
- CAP-A Addendum and Monitoring Report #1 – November 2006
Monitoring wells MW-8 through MW-10 were installed. An 8-hour HVR event (Event #1) was performed in June 2006 that recovered the equivalent of 25 gallons. Free product was not detected again until January 2007, when it was found at a thickness of 0.06 feet in MW-2.
- Progress / Monitoring Report #2 – June 2007
A 24-hour HVR event (Event #2) was performed in March 2007 that recovered the equivalent of 52 gallons. Free product returned in MW-2 at thickness of 0.04 feet in April 2007. Additional assessment of the source area using direct-push assessment techniques was recommended.
- Progress / Monitoring Report #3 – November 2007
Twelve direct-push borings and 1-inch diameter miniwells (designated DP-1 through DP-12) were installed under the canopy to assess source area impact. The miniwells were constructed with a sand pack, seal and grout. Soil and groundwater samples were collected for BTEX analysis. The new data expanded the understanding of the free product and dissolved-phase impact. Free product now appeared to be present mainly in the area under the canopy, but also may extend partially under the small, occupied office building located on the southeast end of the canopy. Additional source area direct-push assessment and assessment of indoor air quality were recommended. Monthly free product gauging commenced at this point.
- UST Closure Report – June 2008
A 3,000 gallon gasoline UST was removed from the site in May 2008 and a UST Closure Report was submitted in June 2008. This was the only UST system located at the site. Closure soil sampling indicated the presence of a release and additional assessment was recommended.
- Progress / Monitoring Report #4 – July 2008
A 24-hour HVR event (Event #3) was performed in March 2008 that recovered the equivalent of 53.5 gallons. A portable manifold was constructed to allow the HVR event to be performed on multiple DP wells. Ten additional direct-push borings and 1-inch diameter miniwells (designated DP-13 through DP-22) and three additional monitoring wells (MW-11 through MW-13) were installed to further assess the site. The miniwells were constructed with a sand pack, seal and

grout. Soil and groundwater samples were collected for BTEX analysis. The new data again expanded the understanding of the free product and dissolved-phase impact. The free product appears to be present mainly in the area under the canopy, but also extends at least partially under the small office building located on the southeast end of the canopy. The greatest free product thickness detected was 1.17 feet in DP-1, which is located near MW-2. The free product thickness measured in the other DP wells is consistently thin. An additional HVR event was recommended.

- Progress / Monitoring Report #5 – March 2009

A 24-hour HVR event (Event #4) was performed in July 2008 that recovered the equivalent of 14.6 gallons. Free product was not detected at the site during this monitoring event. The water table elevation tends to fluctuate within a predictable range, but had increased somewhat prior to this monitoring event. Three additional monitoring wells (MW-14 through MW-16) were installed to further assess downgradient dissolved-phase impact.

- Progress / Monitoring Report #6 – January 2010

Groundwater monitoring events were performed in March and October 2009. The water table elevation during the March 2009 event decreased since the previous monitoring event of August 2008 and the BTEX plume increased fairly substantially in size. Free product was present in three wells during the March 2009 event. An additional downgradient monitoring well (MW-17) was installed to re-establish delineation. The water table elevation increased again in October 2009 and the BTEX decreased in many wells. Free product was not present detected at the site during the October 2009 monitoring event. The report informed the EPD/USTMP that a CAP-B addressing remediation of the site would be prepared.

EXHIBIT E
GEFA STANDARD CONTRACT

STATE OF GEORGIA
(Georgia Environmental Facilities Authority)
SITE REMEDIATION – GEORGIA STATE PATROL POST #18, REIDSVILLE, GEORGIA
CONTRACT NUMBER (GEFA F900)

AGREEMENT made by and between (_____), hereinafter referred to as “Contractor”, and the GEORGIA ENVIRONMENTAL FACILITIES AUTHORITY, an authority of the state of Georgia, hereinafter referred to as “GEFA” on behalf of statutorily or contractually authorized to engage Contractor for services pursuant to this Contract, hereinafter referred to as “Client Agency” or “Client Agencies”.

WHEREAS, the GEORGIA ENVIRONMENTAL FACILITIES AUTHORITY, “GEFA”, is charged to develop and implement programs pursuant to Governors Executive Order Signed June 23, 2004; and

WHEREAS, GEFA has caused Request for Proposals Number (GEFA F900), the “RFP”, to be issued; and

WHEREAS, GEFA has received from Contractor a proposal in response to the RFQ/RFP, “Contractor’s Proposal”; and

WHEREAS, Contractor’s Proposal was deemed to be the proposal most advantageous to the state; and

WHEREAS, Contract has been solicited and established for use by agencies of the State of Georgia “Client Agencies”;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows.

1. CERTIFICATION.

GEFA does hereby certify the above named Contractor as an authorized source of supply for all of the goods, services and other deliverables required in the RFP, plus those goods, services and deliverables as may additionally be described in Contractor's Proposal (collectively, the "Deliverables").

2. ORDERS.

Work orders may be placed individually and from time to time by individual state agencies by the issuance of a Field Purchase Order referencing this Contract and detailing the services ordered. No work shall be performed until such issuance of a Field Purchase Order. There is no guaranteed minimum amount of work by becoming an authorized source of supply nor is there a maximum amount of work.

3. NON-EXCLUSIVE CONTRACT.

This Contract is entered into solely for the convenience of the State of Georgia and it in no way precludes the State or any of its user agencies from obtaining like goods and services from other suppliers.

4. INCORPORATION OF DOCUMENTS.

The RFP (and any documents referenced therein) and Contractor's Proposal (including any best and final offer) are incorporated into this Contract by reference and form an integral part of this Contract. In the event of a conflict between the language of the RFP and the Contractor's Proposal, the language in the RFP shall govern. In the event of a conflict between the language of this Contract and any other document or instrument incorporated herein, the language of this Contract shall govern. Any Field Purchase Order issued pursuant to this Contract shall be subject to the terms of the Contract.

5. INSPECTION OF WORK PERFORMED.

(GEFA), any Client Agency issuing a Field Purchase Order or their authorized representative shall have the right to enter into the premises of Contractor and/or all subcontractors, or any places where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate the performance under this Contract.

6. CONTRACTOR'S PERSONNEL AND STAFFING.

Contractor warrants that all persons assigned by it to perform work under this Contract shall be employees or authorized subcontractors of Contractor and shall be fully qualified, as required in the RFP and specified in Contractor's Proposal, to perform the work required herein. Personnel commitments made in Contractor's Proposal shall not be changed unless approved by GEFA. Staffing will include the named individuals at the levels of effort proposed.

Contractor shall provide and maintain sufficient qualified personnel and staffing to enable the Deliverables to be provided in accordance with the RFP and Contractor's Proposal. Contractor warrants that Contractor will comply with all staffing/personnel obligations set out in the RFP, including but not limited to those pertaining to security, health, and safety issues.

7. USE OF STATE VEHICLES.

State vehicles shall not be used in the performance of this Contract.

8. PAYMENT FOR SERVICES.

Payment shall be made by GEFA and by Client Agency to Contractor for services that are actually performed, and, if applicable, products actually delivered, in accordance with the specifications of the Request for Proposal as outlined in Exhibit C Payment Schedule. The procedure for billing and payment for Contractor Services and other deliverables shall be that specified in the Request for Proposal. Nothing in this Contract shall obligate GEFA to pay for any Deliverables provided to other state agencies unless authorized by GEFA. Contractor shall consider GEFA and each state agency as a separate account that is responsible for prompt and timely payment of their respective invoice. Failure of an individual state agency to make timely payments shall not affect the service level provided to any other state agency.

9. INDEPENDENT CONTRACTOR RELATIONSHIP.

In its relationship with GEFA, Client Agencies and the state and for purposes of performing any services assigned under this Contract, Contractor warrants that Contractor is an independent contractor. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of GEFA, Client Agency or the state. This Contract shall not be construed so as to create a partnership or joint venture between Contractor and the state or any of its agencies.

10. DURATION OF CONTRACT/RENEWAL.

This Contract shall commence _____ and shall continue through _____ unless earlier terminated. GEFA shall have the option, exercisable in its sole discretion, to renew this Contract upon the same terms and conditions, for up to two (2) additional periods of one (1) fiscal year each (July 1st – June 30th).

11. FUNDING.

Notwithstanding any other provision of this Contract, the parties hereto acknowledge that GEFA and Client Agencies, as agencies of the state of Georgia, are prohibited from incurring a financial obligation unless funds to fulfill the obligation exist at the time the obligation arises. In the event that the source of payment for any obligation under any Field Purchase Order no longer exists or is insufficient with respect to the Deliverables, any engagement of Contractor by Client Agency pursuant to this contract shall terminate without further obligation of GEFA and/or Client Agency as of that moment. Client Agency shall remain obligated to pay for Services performed and accepted by Client Agency prior to such termination in accordance with the specifications of the Request for Proposal. The determination of Client Agency of the events stated above shall be conclusive.

12. INDEMNIFICATION.

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect, and save harmless the state of Georgia, GEFA, Client Agencies and their officers and employees (hereinafter collectively referred to as "Indemnitees"), of and from any and all claims, demands, liabilities, losses, costs, or expenses, including attorneys' fees, for bodily injury or property damage, of any nature, caused by, growing out of, or otherwise happening in connection with this Contract, due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction or on behalf of Contractor.

This indemnification applies notwithstanding the fact that third parties or any of the Indemnitees may be partially responsible for the situation giving rise to the claim; or the Indemnity claim results in a monetary obligation that exceeds any contractual commitment. However, if any of the Indemnitees or third parties are partially responsible for the events giving rise to the claim, Contractor's indemnification hereunder shall apply only to the extent that Contractor contributed to the events causing the loss..

To the extent such damage or loss as covered by this indemnification is covered by the state of Georgia Tort Claims Fund ("the Fund"), the Contractor agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the state and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the state, the indemnitees, and the fund, and insurers participating thereunder, to the full extent of this indemnification.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss, or damage entered into by Indemnitees shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss, or damage entered into by Contractor shall be binding upon Indemnitees unless approved in writing by Indemnitees.

13. PUBLICITY.

Any publicity given to the program or services provided herein including, but not limited to, notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor shall identify GEFA as sponsoring institution, and shall not be released prior to approval by GEFA; however, Contractor may reference this Contract in proposals for other contracts without GEFA approval.

14. OWNERSHIP OF DOCUMENTS.

Any documents or other material prepared or in the process of being prepared by Contractor in connection with Contractor's performance of the Services shall be deemed property of GEFA and Client Agency and all right, title, and ownership interest in any such documents shall vest in GEFA and Client Agency immediately upon their creation and Contractor further agrees to execute any and all documents or to take any additional actions that may be necessary in the future to fully effectuate this provision.

15. INSURANCE.

Contractor shall procure and maintain insurance, that shall protect the Contractor and the state from any claims for bodily injury, property damage, or personal injury, which may arise out of operations under the Contract. Contractor shall procure the insurance policies at the Contractor's own expense and shall furnish the state an insurance certificate listing the state as certificate holder. The insurance certificate will document that the liability insurance coverage purchased by the Contractor includes contractual liability coverage to protect the state. In addition, the insurance certificate must provide the following information:

- A. Name and address of authorized agent.
- B. Name and address of insured.
- C. Name of insurance company (licensed to operate in Georgia).
- D. Description of coverage in standard terminology.
- E. Policy period.
- F. Policy number.
- G. Limits of liability.
- H. Name and address of certificate holder.
- I. Acknowledgement of notice of cancellation to the state.
- J. Signature of authorized agent.
- K. Telephone number of authorized agent.
- L. Details of policy exclusions in comments section of Insurance Certificate.

Contractor is required to maintain the following insurance coverages for the duration of the Contract:

- M. Workers' Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the state of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating that Contractor qualifies to pay its own workers' compensation claims.) In addition, Contractor shall require all subcontractors occupying the premises or performing work under this Contract to obtain an insurance certificate showing proof of Workers' Compensation Coverage.
- N. Commercial General Liability Policy (Occurrence), to include contractual liability. The Commercial General Liability Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the Commercial Umbrella Policy described below.
- O. Commercial Umbrella Policy (Occurrence), that must provide the same or broader coverages than those provided for in the above Commercial General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella Policy shall have an annual aggregate limit of \$3,000,000.

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed, or allowed to lapse for any reason until at least sixty (60) days prior written notice has been given to GEFA. Certificates of Insurance showing such coverage to be in force shall be filed with GEFA prior to commencement of any work under this Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to GEFA. All such coverage shall remain in full force and effect during the initial term of the Contract and any renewal or extension thereof.

16. OBLIGATIONS TO MAINTAIN CONFIDENTIALITY.

The parties hereto acknowledge that some material and information that may come into their possession or knowledge in connection with this Contract, or the performance hereof, may consist of confidential and private information, the disclosure of which to or use by third parties may be damaging. The parties therefore agree to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this Contract, and not to release or disclose any information to any other party except as may be required by law. Each party hereby expressly agrees to immediately remove any such party's employees or subcontractors from performing any work in connection with this Contract upon the other party giving notice that such employee or subcontractor has failed to meet the confidentiality obligations or standards of this Contract.

Some services performed for Client Agencies may require that Contractor sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of The Contract.

17. TERMINATION.

GEFA shall have the right to terminate this contract in whole, or any assignment of work made to Contractor hereunder, for any reason, by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Except as otherwise stated herein, Contractor shall receive compensation for any of the services performed and accepted prior to such termination in accordance with terms and conditions of this Contract. Notwithstanding any other provisions of this Section, GEFA may terminate this Contract immediately without further notice upon the occurrence of a material breach of this Contract by the Contractor.

Client Agency shall have the right to terminate any engagement with, or any assignment of work made to Contractor hereunder, for any reason, by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Except as otherwise stated herein, Contractor shall receive compensation for any of the services performed and accepted prior to such termination in accordance with terms and conditions of this Contract. Notwithstanding any other provisions of this Section, Client Agency may terminate any engagement under this Contract immediately without further notice upon the occurrence of a material breach of this Contract by the Contractor.

18. PARTIES BOUND.

This Contract shall be binding on and beneficial to the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

19. NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT (GEFA) CONSENT.

Except as may be expressly agreed to in writing by GEFA, Contractor shall not subcontract, assign, delegate, or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract. Contractor shall not assign or otherwise transfer any of its rights, interests or benefits under this Contract, without the prior written consent of GEFA. No subcontract that Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation, or liability under this Contract. Contractor shall give GEFA immediate written notice by registered or certified mail of any action or suit filed against it by any subcontractor and of any claim made or suit filed against Contractor, any subcontractor, or supplier that is, in any way, related to this Contract.

20. COOPERATION WITH OTHER CONTRACTORS.

In the event that GEFA or Client Agency has entered into or enters into agreements with other Contractors for additional work related to the services rendered hereunder, the Contractor agrees to cooperate fully with such other Contractors. The Contractor shall not commit any act, that will interfere with the performance of work by any other Contractor.

21. ADDITIONAL TERMS.

Neither the State nor any Agency shall be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

22. CONTRACTOR ACCOUNTING REQUIREMENTS.

Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this Contract (collectively the "Records") to the extent and in such detail as will properly reflect all payments received under this Contract. Contractor's accounting procedures and practices shall conform to GAAP/GASB and the costs properly applicable to the Contract shall be readily ascertainable there from.

23. RECORDS RETENTION.

Contractor agrees to make available at all reasonable times during the period set forth below any of the Records of the contracted work for inspection or audit by any authorized representative of GEFA or the Georgia State Auditor. Contractor shall preserve and make available its Records for a period of five (5) years from the date of final payment under this Contract and for such period, if any, as is required by applicable statute, by any other paragraph of the RFP, or this Contract. If the Contract is completely or partially terminated, the Records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any resulting final settlement. Records that relate to

appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreement as to which exception has been taken by the State Auditor or any of his duly authorized representatives, shall be retained by Contractor until such appeals, litigation, claims, or exceptions have been disposed of.

24. TIME OF THE ESSENCE

Time is of the essence.

25. TRADING WITH STATE EMPLOYEES.

The provisions of Official Code of Georgia Annotated, Sections 45-10-20 et seq., have not and must not be violated under the terms of this Contract.

26. GOVERNING LAW/VENUE.

This contract is deemed to be made under and shall be construed in every respect according to the laws of the state of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Fulton County, state of Georgia.

27. TAXES.

Contractor shall forthwith pay all taxes lawfully imposed upon it with respect to this Contract or any product delivered in accordance herewith. GEFA makes no representation whatsoever as to the liability or exemption from liability of the Contractor to any tax imposed by any governmental entity. Upon request GEFA shall provide Contractor with a certificate of any tax exemptions which apply to this Contract.

28. AMENDMENTS IN WRITING.

Except as otherwise provided in this Contract, no amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representatives of all parties.

29. SECTION TITLES NOT CONTROLLING.

The section titles used in this Contract are for reference purposes only and shall not be deemed a part of this Contract.

30. NOTICES.

All notices provided for herein shall be deemed duly given upon delivery if delivered by hand, or three days after mailing. Notice shall only be given to the following persons or officials at the following addresses:

A. Contractor:

B. GEORGIA ENVIRONMENTAL FACILITIES AUTHORITY

31. COMPLIANCE WITH LAWS AND POLICIES.

Contractor shall perform its obligations hereunder in accordance with all applicable federal, state, and local governmental laws and regulations now or hereafter in effect. Contractor and Contractor's personnel shall also comply with all state and GEFA and Client Agency policies and standards in effect during the performance of the Contract, including but not limited to GEFA and Client Agency policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Contractor agrees that any failure by Contractor or Contractor's personnel to comply with any of the obligations of this Section may be treated by GEFA as a material breach of this Contract by Contractor.

32. ENTIRE CONTRACT.

This Contract instrument, including all incorporated documents, contains the entire Contract between the parties with regard to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

33. SEVERABILITY.

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part" of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

34. DRUG-FREE WORKPLACE.

Contractor hereby certifies as follows:

- A. Contractor must not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.
- B. Contractor must not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.
- C. If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, as defined under Official Code of Georgia Annotated Section ("OCGA") 50-242(5) and Section 50-24-3(b), throughout the duration of this Contract.
- D. Contractor must secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with Contractor's Name), (Subcontractor's Name) certifies to Contractor that a drug-free workplace

must be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection B of OCGA 50-24-3.”

Contractor may be suspended, terminated, or debarred if it is determined that:

- 1 Contractor has made false certification here in above; or
- 2 Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3E.

35. IMMIGRATION COMPLIANCE ACT

IMMIGRATION AND SECURITY FORM

SB529 (The Ga Security and Immigration and Compliance Act) requires contractors to file an affidavit that the contractor and its subcontractors have registered and participate in a federal work authorization program intended to insure that only lawful citizens or lawful immigrants are employed by the contractor or subcontractor. This requirement of SB529 is a phased-in affidavit filing requirement based on the size of the contractor. Contractors with 500 or more employees are required to file an affidavit of compliance beginning 7/1/07. However, because the requirement is set forth in OCGA 13-10-91 which is a part of Chapter 10 of Title 13 governing public works contracts, the affidavit filing requirements of SB529 therefore only apply to public works contracts.

A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq., Contractor must initial one of the sections below:

_____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

_____ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

_____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

Signature

Title

Firm Name: _____
Street/Mailing Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Email Address: _____

EACH PERSON SIGNING BELOW ON BEHALF OF A PARTY REPRESENTS THAT SHE/HE IS DULY AUTHORIZED AND FULLY EMPOWERED TO BIND SUCH PARTY TO THIS CONTRACT. THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS CONTRACT, AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS CONTRACT, AS INDICATED BY THEIR SIGNING OF THIS CONTRACT DOCUMENT ON THE DATES SET OUT BELOW.

CONTRACTOR:

By: _____ Date: _____

Printed Name and Title: _____

GEORGIA ENVIRONMENTAL FACILITIES AUTHORITY:

By: _____ Date: _____

Printed Name and Title: _____

GEFA REPRESENTATIVE, SIGNED AS TO FORM:

By: _____ Date: _____

Printed Name and Title: _____

EXHIBIT F

DOCUMENTATION REQUIREMENTS

1. SUBMITTALS

- A. PROGRESS SCHEDULE: Within fifteen (15) days of the date on the "Notice to Proceed Letter," submit a comprehensive progress schedule indicating a time bar for each significant category of work to be performed. Arrange schedule to indicate required sequencing and to show time allowance for submittals, inspections and similar time margins.
- B. SCHEDULE OF SUBCONTRACTORS: Within fifteen (15) days of the date on the "Notice to Proceed Letter," prepare and submit to GEFA/FST DIVISION a listing of principal subcontractors (i.e., drilling, electrical, excavating, system installer etc.) and principal suppliers (piping and related materials, remediation equipment, backfill suppliers, etc.) with brief descriptions of their role.

2. CORRECTIVE ACTION PLAN – PART B

CAP-B REPORT: A CAP-B Report for proposed remedial action for petroleum-impacted soil and/or groundwater at the site, in accordance with the current guidelines of the EPD/USTMP), shall be prepared and submitted, in three (3) copies, to GEFA/FST DIVISION **within** the allotted time outlined for completion of the contract. GEFA will forward the proposed CAP-B to the EPD/USTMP for their review and approval.

3. SYSTEM START-UP AND OPERATION

GROUNDWATER MONITORING AND CORRECTIVE ACTION PROGRESS REPORTS: Groundwater Monitoring and Corrective Action Progress Reports will be submitted, typically on a quarterly or semi-annual basis, in accordance with the approved CAP-B milestone schedule. Three (3) copies of each report shall be submitted - an original for EPD/USTMP and two (2) copies for GEFA. The reports will be prepared in accordance with current EPD/USTMP guidance documents and will be submitted to GEFA within forty-five (45) days of each scheduled groundwater monitoring event. GEFA will forward the reports to the EPD/USTMP for their review and approval. Groundwater sampling and Groundwater Monitoring and Corrective Action Progress Reports will be prepared until groundwater remediation goals are achieved or an alternate monitoring schedule is approved by EPD/USTMP.

4. MONITORING ONLY AFTER REACHING REMEDIATION GOALS

MONITORING ONLY REPORTS: Groundwater Monitoring Only Reports will be submitted, typically on a quarterly or semi-annual basis, in accordance with the approved CAP-B milestone schedule. Three (3) copies of each report shall be submitted - an original for EPD/USTMP and two (2) copies for GEFA. The reports will be prepared in accordance with current EPD/USTMP guidance documents and will be submitted to GEFA within forty-five (45) days of each scheduled groundwater monitoring event. GEFA will forward the reports to the EPD/USTMP for their review and approval. Groundwater sampling and Groundwater Monitoring Only Reports will be prepared until EPD/USTMP issues a NFAR status for the site.

5. PROJECT CLOSE-OUT

- A. DESCRIPTION OF CLOSEOUT PROCESS:
Provisions of this section apply to the procedural requirements for the actual closeout of the Work, not to the administrative matters such as final payment or the changeover of insurance.
 - 1. Complete final cleaning, and remove temporary facilities and tools (including abandonment of groundwater monitoring wells in accordance with EPD/USTMP regulations and guidance documents) within thirty (30) days of notification of GEFA/FST Division's receipt of a NFAR status for the site.

2. Submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates and similar required documentation for specific units of work, enabling Owner's unrestricted occupancy and use.
- B. The request for final inspection must be submitted to GEFA/FST DIVISION in writing ten (10) days prior to the requested inspection date.
 - C. Inspection Procedures: Upon receipt of contractor's request, GEFA/FST DIVISION or Tetra Tech will either proceed with the inspection or advise the Contractor of prerequisites not fulfilled. Inspections will be repeated until the work is certified as complete.
 - D. If rework is required after inspection the contractor will have a maximum of ten (10) working days to repair or replace defective work.
 - E. FINAL CLEANING: At the time of final closeout, clean or re-clean the work to the condition expected from a normal commercial building cleaning and maintenance program and abandon groundwater monitoring wells. Complete the following cleaning operations before requesting the GEFA/FST DIVISION inspections for substantial completion:
 1. Clean exposed surfaces.
 2. Remove debris.
 3. Broom clean work areas.
 4. Remove all temporary systems and equipment.
 - F. CERTIFICATE OF COMPLETION: Submit a Certificate of Completion, in accordance with current EPD/USTMP guidance documents. The report shall be submitted to GEFA/FST DIVISION within fifteen (15) days of approval of the final inspection above. GEFA will forward the document to the EPD/USTMP for their review and approval, within five (5) working days of receipt.
 - G. PROJECT DOCUMENTATION
 1. The following documents are also required to be presented to GEFA/FST DIVISION.

a. Non-Influence Affidavit (Exhibit G)	Original
b. Statutory Affidavit (Exhibit H)	Original
c. Lien Release from Contractor	Original
d. Waste(s) Disposal Certificate (if necessary)	Original
e. Permits, State and Local	Original
 2. The Certificate of Completion (see ¶ 5 F of this Section) is a separate report from the information described in G 1 above. It does contain some information that is also listed in the documentation described in G 1 above. Further, some information required in the Site Completion report must be **original** paperwork.

EXHIBIT G
NON-INFLUENCE AFFIDAVIT

COUNTY OF _____

STATE OF _____

I do solemnly swear on my oath that as to the contract dated _____, 20_____,
between _____ and
(NAME OF CONTRACTOR)

the Owner I have no knowledge of the exertion of any influence or the attempted exertion of any influence on the firm on behalf of which this affidavit is made in any way, manner, or form in the purchase of materials, equipment, or other items involved in construction, manufacture, or employment of labor under the aforesaid contract by any employee, officer, or agent of the Owner, or any person connected with the State Government of Georgia in any way whatsoever.

This _____ day of _____, 20_____.

_____(L.S.)
Signature

Title

Firm

COUNTY OF _____

STATE OF _____

Personally before me, the undersigned authority, appeared _____
(NAME OF PERSON SIGNING THE AFFIDAVIT)

who is known to me to be an official of the firm of _____ who, after being duly
(NAME OF CONTRACTOR)

sworn, stated on his oath that he had read the above statement and that the same is true and correct.

Notary Public

My Commission expires _____

This _____ day of _____, 20_____.

EXHIBIT H

STATUTORY AFFIDAVIT

COUNTY OF _____

STATE OF _____

FROM: _____

Contractor

TO: _____

Owner

Re: Contract entered into the _____ day of _____, 20____, between the above-mentioned

parties for the construction of Project No. _____ located at

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that all work required under the above contract has been performed in accordance with the terms thereof, that all materialmen, subcontractors, mechanics, and laborers have been paid and satisfied in full, and that there are no outstanding claims of any character [including disputed claims or any claims to which the Contractor has or will assert any defense] arising out of the performance of the contract which have not been paid and satisfied in full except as listed hereinbelow:

[Instructions-ENTER THE WORD "NONE" OR LIST THE NAMES OF CLAIMANTS AND THE AMOUNT CLAIMED BY EACH]

2. The undersigned further certifies that to the best of his knowledge and belief there are no unsatisfied claims for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of the performance of the contract, or any suits or claims for any other damage of any kind, nature, or description which might constitute a lien upon the property of the Owner.

3. The undersigned makes this affidavit for the purpose of receiving final payment in full settlement of all claims against the Owner arising under or by virtue of the contract, and acceptance of such payment is acknowledged as a release of the Owner from any and all claims arising under or by virtue of the contract.

This _____ day of _____, 20_____.

_____(L.S.)

Signature

Title

Firm

COUNTY OF _____

STATE OF _____

Personally before me, the undersigned authority, appeared _____, who
(NAME OF PERSON SIGNING AFFIDAVIT)

is known to me to be an official of the firm of _____ who, after being duly

(NAME OF CONTRACTOR)

sworn, stated on his oath that he had read the above statement and that the same is true and correct.

Notary Public, My commission expires _____

This _____ day of _____, 20_____

**EXHIBIT I
SPECIMEN
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That _____ as
(Legal Name and Address of Contractor)

principal (hereinafter referred to as "Contractor") and

_____, as
(Legal title and address of Surety)

surety (hereinafter referred to as "Surety"), are held and firmly bound unto {Insert Name of Owner} as Obligee (hereinafter referred to as "Owner"), in the amount of \$ _____, to which payment Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with Owner bearing date of _____, for PROJECT NO. _____ in accordance with drawings and specifications prepared by _____, which said contract is incorporated herein by reference and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform and comply with the terms and conditions of said contract; and shall indemnify and save harmless the Owner against and from all costs, expenses, damages, injury or loss to which said Owner may be subjected by reason of any wrongdoing, including patent infringement, misconduct, want of care or skill, default or failure of performance on the part of said Principal, his agents, subcontractors or employees, in the execution or performance of said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

1. The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the work to be performed thereunder, or the specifications or drawings accompanying same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the work or to the specifications or drawings.

2. If pursuant to the contract documents the Contractor shall be declared in default by the Owner under the aforesaid Contract, the Surety shall promptly remedy the default or defaults or shall promptly perform the Contract in accordance with its terms and conditions. It shall be the duty of the Surety to give an unequivocal notice in writing to the Owner within twenty-five (25) days after receipt of a declaration of default of the Surety's election either to remedy the default or defaults promptly or to perform the contract promptly, time being of the essence. In said notice of election, the Surety shall indicate the date on which the remedy or performance will commence, and it shall then be the duty of

the Surety to give prompt notice in writing to the Owner immediately upon completion of (a) the remedy and/or correction of each default, (b) the remedy and/or correction of each item of condemned work, (c) the furnishing of each omitted item of work, and (d) the performance of the contract. The Surety shall not assert solvency of its Principal as justification for its failure to give notice of election or for its failure to promptly remedy the default or defaults or perform the contract.

3. Supplementary to and in addition to the foregoing, whenever the Owner shall notify the Surety that the Owner has notice that the Contractor has failed to pay any subcontractor, materialman, or laborer for labor or materials certified by the Contractor as having been paid for by the Contractor, the Surety shall, within 30 days of receipt of such notice, cause to be paid any unpaid amount for such labor or materials.

4. It is expressly agreed by the Principal and the Surety that the Owner, if he desires to do so, is at liberty to make inquiries at any time of subcontractors, laborers, materialmen, or other parties concerning the status of payments for labor, materials, or services furnished in the prosecution of the work.

5. The Surety agrees that other than as is provided in this bond it may not demand of the Owner that the Owner shall (a) perform any thing or act, (b) give any notice, (c) furnish any clerical assistance, (d) render any service, (e) furnish any papers or documents, or (f) take any other action of any nature or description which is not required of the Owner to be done under the contract documents.

6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the legal successors of the Owner.

Signed and sealed this _____ day of _____ A. D. 20_____.

IN THE PRESENCE OF:

_____(SEAL)
(Principal)

(Title)

_____(SEAL)
(Surety)

(Title)

EXHIBIT J
SPECIMEN
PAYMENT BOND

THIS BOND IS EXECUTED TOGETHER WITH ANOTHER BOND IN FAVOR OF THE
OWNER AS OBLIGEE CONDITIONED UPON PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

That _____ as
(Legal Title and Address of Contractor)

Principal (hereinafter referred to as "Contractor"), and

_____ as Surety
(Legal title and address of Surety)

(hereinafter referred to as "Surety"), are held and firmly bound unto {Insert Name of Owner} as obligee

(hereinafter referred to as "Owner"), for the use and benefit of claimants defined, hereinafter, in the amount of

(\$ _____), to which payment Principal and Surety bind themselves, their heirs, executors, (Insert
Contract Price)

administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with Owner dated _____ for

Project No. _____ in accordance with drawings and specifications prepared by

_____ which contract is incorporated herein by reference and made a part hereof,

and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials supplied in the prosecution of the work provided for in said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alterations or addition or additions to the terms of the contract or to the work to be performed thereunder, or the specifications or drawings accompanying same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the work or to the specifications or drawings.
2. A claimant is defined as any subcontractor and any person supplying labor, materials, machinery, or equipment in the prosecution of the work provided for in said contract.
3. Every person entitled to the protection hereunder and who has not been paid in full for labor or materials furnished in the prosecution of the work referred to in said bond before the expiration of a period of ninety days after the day on which the last of the labor was done or performed by him, or materials or equipment or machinery was furnished or supplied by him for which such claim is made, or when he has completed his subcontract for which claim is made, shall have the right to sue on such payment bond for the amount, or the balance thereof, unpaid at the time of the commencement of such action and to prosecute such action to final execution and judgment for the sum or sums due him; provided, however, that any person having direct

contractual relationship with a subcontractor, but no contractual relationship express or implied with the contractor furnishing said payment bond, shall have the right of action upon the said payment bond upon giving written notice to said contractor within ninety days from the day on which such person did or performed the last of the labor, or furnished the last of the materials or machinery or equipment for which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied or for whom the labor was performed or done; provided further that nothing contained herein shall limit the right of action to said 90-day period. Notice may be served by depositing a notice, registered mail, postage prepaid, duly addressed to the contractor at any place he maintains an office or conducts his business, or his residence, in any post office or branch post office or any letter box under the control of the Post Office Department, or notice may be served in any manner in which the sheriffs of Georgia are authorized by law to serve summons or process. Every suit instituted under this section shall be brought in the name of the claimant without the Owner being made a party thereto. The official who has the custody of said bond is authorized and directed to furnish, to any person making application therefor who submits an affidavit that he has supplied labor or materials for such work and payment therefor has not been made, or that he is being sued on any such bond, a copy of such bond and the contract for which it was given, certified by the official who has custody of said bond; this copy shall be primary evidence of said bond and contract and shall be admitted in evidence without further proof. Applicants shall pay for such certified copies and such certified statements such fees as the official fixes to cover the cost of preparation thereof, but in no case shall the fee exceed the fees which the clerks of the superior courts are permitted to charge for similar copies.

4. No action can be instituted on this bond after one year from the date of the final certificate of the architect.

5. Further, this bond shall be considered the same as a bond furnished under Section 13-10-1 *et seq.*, of the Code of Georgia, as amended, and all provisions of law pertaining to bonds furnished under said Section shall pertain hereto.

Signed and sealed this _____ day of _____ A.D. 20____.

IN THE PRESENCE OF:

_____(SEAL)
(Principal)

(Title)

_____(SEAL)
(Surety)

(Title)